

EXHIBIT 9A

EXHIBIT 9A

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 1
of 60

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor Marion Knight, Jr. aka Suge Knight	Case Number LA 06-11187-EC	<div style="text-align: center;">FILED OCT 31 2006 CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</div> <p>This space is for Court use only.</p>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Wasserman, Comden & Casselman, L.L.P.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: Wasserman, Comden & Casselman, L.L.P. C/O David B. Casselman 5567 Reseda Boulevard, Suite 330 Tarzana, CA 91357-7033 Telephone number: (818) 705-6800; Facsimile (818) 345-0162	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other See Attachment		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred:		3. If court judgment, date obtained: March 9, 2005
4. Total Amount of Claim at Time Case Filed: \$ 60,418,315.00 (unsecured) (secured) (priority) (Total) In an amt. not less than \$ 60,418,315.00* If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. *See Attachment for additional claims against Debtor. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. See Attachment for Details.		
6. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date 10/30/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): David B. Casselman	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ORIGINAL

ATTACHMENT TO PROOF OF CLAIM
FILED BY WASSERMAN, COMDEN & CASSELMAN, L.L.P.

Wasserman, Comden & Casselman, L.L.P. ("Wasserman") has the followings claims against the Debtor:¹

- (1) Contingency Fee & Reimbursement of Expenses Arising out of Harris Judgment. Wasserman has a pending state court action (the "Wasserman Action") against, among others, Marion H. Knight *aka* Suge Knight ("Mr. Knight"), and Death Row Records, Inc. ("Death Row" and collectively, with Mr. Knight, the "Debtors"). The Wasserman Action was commenced on September 21, 2005 by the filing of a complaint in the Superior Court of the State of California for the County of Los Angeles - Central District (the "State Court"), styled Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris; Lifestyle Records, Inc.; New Image Media Corp.; Marion H. Knight, aka Suge Knight; Death Row Records, Inc.; Death Row Records, L.L.C.; Tha Row, Inc.; Dermot Givens; Kevin Gilliam aka Battlecat; and Does 1 through 100, inclusive and bearing case number BC 308790.² The Wasserman Action arises out of Wasserman's representation³ of the Harris Parties in that certain action (the "Harris Action") commenced by the Harris Parties against, among others, Mr. Knight and Death Row. On March 9, 2006, Judgment was entered in the Harris Action in favor of Lydia Harris and New Image Media Corp. ("New Image") against the Debtors in the sum of \$107 million, which included \$60 million in punitive damages (the "Harris Judgment"). Wasserman is entitled to its 40% contingency fee on any recovery, as well as reimbursement for all out of pocket expenses. To the extent the Harris Parties have any claim against this estate, Wasserman is entitled to be paid directly from the Debtor's estate for its 40% contingency fee and related reimbursement of expenses.
- (2) Direct Claims Against the Debtors. On or about May 19, 2005, after the Harris Judgment was entered and after all appeals had been waived, Lydia terminated Wasserman as her attorney. In response and also on May 19, 2005, Wasserman filed and served on the Harris Parties and the Debtors a Notice of Attorney Lien (the "Attorney Lien Notice") equal to 40% of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction

¹ Wasserman reserves the right to supplement its claim.

² A true and correct copy of the First Amended Complaint filed by Wasserman in the Wasserman Action (the "First Amended Complaint") is annexed hereto.

³ On or about January 25, 2002, Wasserman, on the one hand, and Lydia Harris, New Image Entertainment, Inc., and Lifestyle Records, Inc. (the "Harris Parties"), on the other hand, entered into a written Contingency Fee Agreement (the "Contingency Fee Agreement") pursuant to which Wasserman agreed to represent the Harris Parties in connection with liability claims against, among others, the Debtors. Pursuant to the Contingency Fee Agreement, Wasserman is entitled to a forty-percent (40%) contingency fee on any recovery, as well as reimbursement of all reasonable out of pocket litigation costs and expenses.

of the Harris Judgment (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 day), plus costs of \$213,890.27.⁴ Despite the Contingency Fee Agreement, Lydia and the Debtors secretly negotiated during the time she was represented by Wasserman and purportedly entered into a settlement agreement pursuant to which the Harris Judgment would be resolved. The Debtors and the Harris Parties are currently litigating over this purported settlement. However, it is undisputed that, despite signature of the Contingency Fee Agreement by Lydia and receipt of the Attorney Lien Notice by Lydia and the Debtors, the Debtors and/or related entities paid to Lydia the sum of at least \$1 million⁵ without acknowledging Wasserman's lien rights, or reserving any of the funds paid to Lydia to satisfy Wasserman's lien. Lydia refused to voluntarily pay any portion of the \$1 million to Wasserman, or even to reimburse Wasserman's actual costs, which were in excess of \$200,000. The Debtors, who had full knowledge of Wasserman's Attorney Lien Notice, proceeded to pay Lydia the \$1 million purported settlement payment. As set forth more fully in the First Amended Complaint filed in the Wasserman Action, Wasserman has alleged the following causes of action against the Harris Parties and the Debtors: (1) breach of contract of the Contingency Fee Agreement; (2) quantum meruit based on the actual legal services provided by Wasserman to the Harris Parties; (3) for money had and received; (4) an accounting of any and all gross recovery, payments or consideration of any kind paid or transferred in satisfaction, whole or part, of the Harris Judgment; (5) interference with contract based on, among others, the Debtors' conspiracy to deprive Wasserman of its lien rights; (6) an equitable assignment of 40% of the Harris Judgment and/or 40% of any settlement or other recoveries obtained by or on behalf of the Harris Parties; and (7) declaratory relief that Wasserman may recover judgment against the Debtors and their related entities and alter egos in the sum of 40% of the Harris Judgment, plus interest at the rate of \$29,315 per day from March 9, 2005.

⁴ A true and correct copy of the Attorney Lien Notice is attached as Exhibit "C" to the First Amended Complaint.

⁵ Since the payment of the \$1 million, Lydia and the Debtors have disagreed on whether that payment effectuated a full or partial payment under the purported settlement agreement, or whether a meeting of the minds occurred at all, so as to create a binding settlement agreement.

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Conformed Copy

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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,

16 Plaintiff,

17 v.

18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC., NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,
22

23 Defendants.
24

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

25 GENERAL ALLEGATIONS

26 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
27 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
laws of the State of California with its principal place of business in Tarzana, California.
28

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, L.L.P.
Los Angeles

WC11-0000007
3123884.1

1
FIRST AMENDED COMPLAINT

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 04 2006

John A. Clarke, Executive Officer/Clerk

By A E LA FLEUR-CLAYTON, Deputy

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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
16 CASSELMAN & PEARSON, L.L.P.,

17 Plaintiff,

18 v.

19 LYDIA HARRIS; LIFESTYLE
RECORDS, INC.; NEW IMAGE MEDIA
CORP.; MARION H. KNIGHT, aka SUGE
20 KNIGHT; DEATH ROW RECORDS,
INC.; DEATH ROW RECORDS, L.L.C.;
21 THA ROW, INC.; DERMOT GIVENS;
KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

22 Defendants.
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

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24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

LAW OFFICES
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BONESTEEL, L.L.P.
Los Angeles

WC11-0000007
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1
FIRST AMENDED COMPLAINT

4/13/06

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1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

27

28

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

(Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and

Does 1 through 25, Inclusive)

19. Plaintiff incorporates by this reference all allegations and facts alleged in paragraphs 1 through 18, above.

20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff agreed to represent HARRIS in connection with liability claims against MARION H. KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and in connection with liability claims against GILLIAM. A copy of that written retainer agreement, attached as Exhibit F, is incorporated herein in full by this reference.

21. Some of the material terms of the Contingency Fee Agreement include that WCCP is authorized to incur reasonable costs and expenses in performing legal services and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

22. The Contingency Fee Agreement negotiated by HARRIS further specifically included language granting plaintiff a lien upon any recovery, for payment of plaintiff's attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise."

23. Plaintiff has performed all conditions, covenants and promises of the Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number BC268857.

24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

14 SECOND CAUSE OF ACTION

15 QUANTUM MERUIT

16 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS
4 Defendants have refused and continue to refuse to provide completely and accurately
5 any such information, or pay any sums for the reasonable value of professional
6 services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7 FOR MONEY HAD AND RECEIVED

8 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5
6 **FOURTH CAUSE OF ACTION**

7 **FOR AN ACCOUNTING**

8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20
21 **FIFTH CAUSE OF ACTION**

22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,**

24 **THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

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1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

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of 60

SIXTH CAUSE OF ACTION
FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS
(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and
DOES 1 Through 25
and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

48. Plaintiff is informed and believes and thereon alleges that HARRIS discharged plaintiff for the primary purpose of concealing payments and violating plaintiffs contractual right to collect a contingency fee based upon any recovery in the underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery against GILLIAM.

49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by settlement or judgment. By reason of the professional services rendered, plaintiff is an equitable assignee of the judgments or settlements to the extent of fees and costs which are due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d 745.]

50. Plaintiff is informed and believes and thereon alleges that it is entitled to an equitable assignment of forty (40) percent of the judgments against The KNIGHT Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT Defendants.

SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

(Plaintiff vs. All Defendants)

51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against The KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned. Plaintiff is informed and believes and thereon alleges that defendants contend that they had or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make payments in partial or total satisfaction of the judgment without paying anything to plaintiff. Plaintiff contends to the contrary.

53. Plaintiff contends that any settlement agreement between The KNIGHT Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens served on May 19, 2005 and September 9, 2005.

54. Plaintiff is informed and believes and thereon alleges that defendants contend that they have or had the right to disregard, impair, release, diminish or extinguish the lien rights of plaintiff.

55. Plaintiff contends that any agreement between the defendants that was made without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a fraud upon plaintiff, was made with unclean hands and without any consideration to plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that defendants contend to the contrary.

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1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;

28 9. Its costs of suit;

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of 60

1 10. Prejudgment interest, as provided by law; and

2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

By: 

Peter Q. Ezzell
Nancy E. Lucas
Stephen M. Caine;
David B. Casselman
Leonard J. Comden
Attorneys for Plaintiff WASSERMAN,
COMDEN, CASSELMAN &
PEARSON, L.L.P.

LIST OF EXHIBITS

- A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS, INC.
- B. March 26, 2004, Court judgment in favor of HARRIS and her related business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
- C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended in the sum of \$213,890.27.
- D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the sum of \$304,000.00, plus interest.
- E. Notice of Settlement, filed June 17, 2005.
- F. Contingency Fee Agreement.

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

☒ (MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

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of 60

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tarzana, CA 91357 Tel: 818-705-6800 Fax: 818-705-8634 hblum@wcclaw.com	Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403 Tel: 818-788-8300 Fax: 818-788-8104 gsoter@pswplaw.com
Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791 [Pro Per]	

PROOF OF SERVICE BY OVERNIGHT DELIVERY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 24
of 60

MAILING LIST

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

1
2
3 Rex Julian Beaber Dermot Damian Givens
1546 Calmar Court 433 North Camden Dr., #600
4 Los Angeles, CA 90024 Beverly Hills, CA 90210
5 Tel: 557-1198 Tel: 310-854-8823
Fax: Fax: 323-878-0416
6 Xerxers@aol.com dermotg@aol.com
7 Debra V. Crawford Steven M. Goldberg
P.O. Box 373, SW Mission & 4th, #5 Russ, August & Kabat
8 Carmel, CA 93921-0373 12424 Wilshire Blvd., 12th Floor
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15 larrystrick@yahoo.com
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EXHIBIT A

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of 60

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DONALD WEISSMAN (SBN 67980)
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Facsimile: (818) 705-8147

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

400205.1

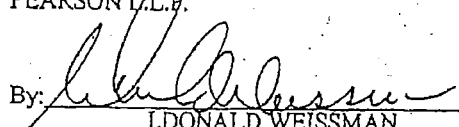
NOTICE OF ENTRY OF JUDGMENT

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of 60

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 
I. DONALD WEISSMAN
Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 28
of 60

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 
I. DONALD WEISSMAN

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
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WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
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400205.1

NOTICE OF ENTRY OF JUDGMENT

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 29
of 60

DAVID B. CASSELMAN (SBN 81657)
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FILED

APR 14 2005

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

CASE NO. BC 268857

Plaintiffs,

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

v.

[Complaint Filed: February 26, 2002]

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

NOTICE OF ENTRY OF JUDGMENT

Defendants.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

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of 60

ORIGINAL FILED

MAR 09 2005

LOS ANGELES
SUPERIOR COURT

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP,
4 5567 Reseda Boulevard, Suite 330
5 Post Office Box 7033
6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147

9 Attorneys for Plaintiffs
10 LYDIA HARRIS and NEW IMAGE MEDIA
11 CORPORATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 LYDIA HARRIS, LIFESTYLE
15 RECORDS, INC., AND NEW IMAGE
16 MEDIA CORP.,

17 Plaintiffs,

18 v.

19 KEVIN GILLIAM AKA BATTLECAT;
20 MARION H. KNIGHT AKA SUGE
21 KNIGHT; DEATH ROW RECORDS;
22 THA ROW, INC.; DAVID E. KENNER;
23 DAVID E. KENNER PROFESSIONAL
24 LAW CORPORATION; DAVID E.
25 KENNER, A PROFESSIONAL
26 CORPORATION; THE DAVID E.
27 KENNER TRUST; INTERSCOPE
28 RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
DEATH ROW RECORDS, INC., and THA ROW, INC.,
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

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1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT ^{and} ~~DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS LLC,~~~~
4 ~~and THE ROW INC.,~~ in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute IN THE AMOUNT OF \$
9

10 Dated: MAR 09 2005
11

12 RONALD M. SOHIGIAN
13 JUDGE OF THE LOS ANGELES SUPERIOR COURT
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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
3567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

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JUDGE OF THE LOS ANGELES SUPERIOR COURT

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210

Attorney for defendant MARION H.
KNIGHT, DEATH ROW RECORDS
and THA ROW, INC.

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.


BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 33
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EXHIBIT B

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of 60

COPY

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
4 5567 Reseda Boulevard, Suite 330
5 Post Office Box 7033
6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147
9
10 Attorneys for Plaintiffs
11 LYDIA HARRIS and NEW IMAGE MEDIA
12 CORPORATION

FILED

MAR 26 2004

JOHN A. CLARKE, CLERK
BY R. McGLOTHLIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 LYDIA HARRIS, LIFESTYLE
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,

14 Plaintiffs,

15 v.

16 KEVIN GILLIAM AKA BATTLECAT;
17 MARION H. KNIGHT AKA SUGE
18 KNIGHT; DEATH ROW RECORDS;
19 THA ROW, INC.; DAVID E. KENNER;
20 DAVID E. KENNER PROFESSIONAL
21 LAW CORPORATION; DAVID E.
22 KENNER, A PROFESSIONAL
23 CORPORATION; THE DAVID E.
24 KENNER TRUST; INTERSCOPE
25 RECORDS; JIMMY IOVINE; JOHN T.
26 MCCLAIN, JR.; A&M RECORDS; ET
27 AL.,

28 Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge David A. Workman - Dept. 40

[Complaint Filed: February 26, 2002]

ORDER CONFIRMING
ARBITRATION AWARD AND
JUDGMENT

ORDER

The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
Department 40 for hearing by the court.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 35
of 60

1 Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
2 attorney of record, IDONALD WEISSMAN, ESQ. of Wasserman, Cornden, Casselman &
3 Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
4 record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

5
6 Proof having been made to the satisfaction of the court that the petition should be
7 granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
8 December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
9 therewith.

10
11 DATED: March 26, 2004

By: David A. Workman

Judge of the Superior Court
DAVID A. WORKMAN

12
13 JUDGMENT

14
15 The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
16 court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
17 recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
18 with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
19 this proceeding in the sum of \$ _____.

20
21
22 DATED: March 26, 2004

By: David A. Workman

Judge of the Superior Court

DAVID A. WORKMAN

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 36
of 60

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193

*Counsel for Kevin Gilliam, p/k/a
Batilecat*

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

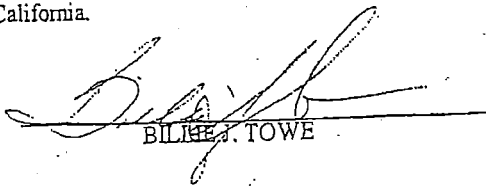
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.


BILLIE J. TOWE

WASSERMAN, LUMMEN, CASSELMAN & FARRAR LLP
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 37
of 60

EXHIBIT C

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 38
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1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
6 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
7 Facsimile: (818) 705-8147

8 Attorneys for Plaintiffs
9 LYDIA HARRIS and NEW IMAGE MEDIA
10 CORPORATION

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 LYDIA HARRIS, LIFESTYLE
14 RECORDS, INC., AND NEW IMAGE
15 MEDIA CORP.,

16 Plaintiffs,

17 v.

18 KEVIN GILLIAM AKA BATTLECAT;
19 MARION H. KNIGHT AKA SUGE
20 KNIGHT; DEATH ROW RECORDS;
21 THA ROW, INC.; DAVID E. KENNER;
22 DAVID E. KENNER PROFESSIONAL
23 LAW CORPORATION; DAVID E.
24 KENNER, A PROFESSIONAL
25 CORPORATION; THE DAVID E.
26 KENNER TRUST; INTERSCOPE
27 RECORDS; JIMMY IOVINE; JOHN T.
28 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

402923.1

NOTICE OF ATTORNEY LIEN

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

UNFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk

By R. Arraiga, Deputy
R. Arraiga

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(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27.

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 

DAVID B. CASSELMAN

Attorneys for Plaintiffs

LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5557 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

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PROOF OF SERVICE
Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

☒ BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as above, and placing it in the United States Postal Service collection box following ordinary business practices. I am readily accessible to the United States Postal Service for matters for mailing with the United States Postal Service. Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter number is more than 10 days after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT: I delivered the above-referenced document(s) to the above address(es).

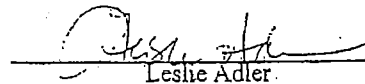
☐ BY FAX: I delivered a copy of the foregoing document(s) this date via telecopiers to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.


Leslie Adler

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 41
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SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

Lydia Harris
3910 Daphne Street
Houston, TX 77021

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

Alan S. Gutman, Esq.
LAW OFFICES OF ALAN S. GUTMAN
9401 Wilshire Boulevard, Suite 575
Beverly Hills, California 90212-2918
Tel: (310) 385-0700
Fax: (310) 385-0710

*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. fka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*

Bart H. Williams, Esq.
Megan M. LaBelle, Esq.
MUNGER, TOLLES & OLSON, L.L.P.
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071-1560
Tel: (213) 683-9295
Fax: (213) 687-3702
*Counsel for Interscope Records, Jimmy Iovine,
John A. McClain, III, Aftermath Records and
Andre Young*

Joseph Golden, Esq.
Law Offices of Joseph Golden
10100 Santa Monica Boulevard; Suite 800
Los Angeles, CA 90067-4100
Tel.: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TVT Records LLC and TVT Music,
Inc.*

Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
JEFFER, MANGELS, BUTLER &
MARMARO LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067-4308
Tel.: (310) 203-8080
Fax: (310) 203-0567
*Counsel for Marion H. Knight aka Suge Knight;
Death Row Records; Tha Row Records*

George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
1925 Century Park East, Suite 2000
Los Angeles, CA 90067-2701
Tel: (310) 788-5555
Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.

Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Tha Row
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Joseph A. Davis, Esq.
DAVIS AND WINSTON
9911 West Pico Boulevard
Suite 1400
Los Angeles, CA 900035
Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

4

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.
9 DANIEL J. AARON, P.C.
10 11 Madison Avenue, 12th Floor
11 New York, New York 10010
12 Tel: (212) 684-4466
13 Fax: (212) 684-5566
14 Co-Counsel for Koch Entertainment
15 Distribution

16 Dermot Damian Givens, Esq.
17 433 North Camden Drive, #600
18 Beverly Hills, CA 90210

James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Tel: (213) 576-8000
Fax: (213) 576-8080
Counsel for Priority Records, LLC

Eve H. Wagner, Esq.
SAUER & WAGNER LLP
1801 Century Park East, Suite 520
Los Angeles, California 90067
Tel: (310) 712-8100
Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 43
of 60

EXHIBIT D

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 44
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WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (Bar No. 81657)
I. DONALD WEISSMAN (Bar No. 67980)
2 HOWARD S. BLUM (Bar No. 60603)
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
3 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
HARRIS and NEW IMAGE MEDIA
7 CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
11

12 LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,

14 Plaintiffs,

15 vs.

16 KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
17 KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
18 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
19 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
20 KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
21 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.
23
24

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

726281.1

NOTICE OF ATTORNEY LIEN

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WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
IDONALD WEISSMAN
HOWARD S. BLUM

19
20
21 By: 

22 HOWARD S. BLUM
23 Former Attorneys for Plaintiffs LYDIA HARRIS
24 and NEW IMAGE MEDIA CORPORATION
25
26
27
28

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 46
of 60

SERVICE LIST
HARRIS V. KNIGHT, MARIN 'SUGE'
BC268857

- 1
2
3 Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
4 JEFFER, MANGELS, BUTLER &
MARMARO LLP
5 1900 Avenue of the Stars
Seventh Floor
6 Los Angeles, CA 90067-4308
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7 Facsimile: (310) 203-0567
8 Dermot Damian Givens, Esq.
433 North Camden Drive
9 Suite 600
Beverly Hills, CA 90210
10 Hayes F. Michel, Esq.
11 PROSKAUER ROSE LLP
2049 Century Park East
12 Suite 3200
Los Angeles, CA 90067-3206
13 Telephone: (310) 557-2900
Facsimile: (310) 557-2193
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- Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Attorneys for KEVIN GILLIAM aka
BATTLECAT

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 47
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EXHIBIT E

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 48
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CM-200	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne Houston, Tx 77021 E-MAIL ADDRESS (Optional): (281) 330-4453 FAX NO. (Optional): ATTORNEY FOR (Name):	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK BY E. Martinez ELIZABETH MARTINEZ, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: LA, CA 90011 CITY AND ZIP CODE: LA, CA 90011 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Motion 'Sage' Knight - Death Row Inc. Records	
NOTICE OF SETTLEMENT	CASE NUMBER: BC 268 857 JUDGE: Ronald M. Sahagun DEPT: 41

NOTICE TO PLAINTIFF

If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

- This case has been settled. The settlement is:
 - ☐ Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - ☒ Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
- Date initial pleading filed: February 26, 2002
- Next scheduled hearing or conference:
 - Purpose:
 - Date: Time:
- Trial date:
 - ☒ No trial date set
 - ☐ Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY WITHOUT ATTORNEY)

Lydia Harris
(SIGNATURE)

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 49
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EXHIBIT F

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 50
of 60

WASSERMAN, COMDEN & CASSELMAN L.L.P.
3367 Reeds Boulevard, Suite 330
Post Office Box 7033
Torrance, California 91357-7033
(310) 705-6800 (323) 872-0995
Fax (310) 996-4266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Image Entertainment, Inc. and Lifestyle Records, Inc. hereinafter referred to as "Client," and Wasserman, Comden & Casseman L.L.P., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representation regarding matters concerning Batticala, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery:

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (This list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at \$11 1/2/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 30¢/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 51 of 60

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

- (a) **Costs and Expenses as Affecting Contingency Fee:** Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.
- (b) **Form of Recovery as Affecting Contingency Fee:** If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.
- (c) **Sanctions Awards not Part of Recovery:** Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. **Effect of Discharge by Client:** Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. **Attorney's Lien:** To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. **Insurance:** Wasserman, Comden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. **Arbitration of Disputes:** If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

MR
(CLIENT'S INITIALS)

MSR
(WC&C)

11. **Client's Receipt of Agreement and Knowledge of Terms:** Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Rescoe Blvd., Suite 330, Torrance, CA 91357 (place) on January 25, 2002.

ATTORNEY:

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.

BY: Martin S. Rudoy
MARTIN S. RUDOY

5567 Rescoe Boulevard, Suite 330
Torrance, California 91357

(818) 705-6800

Facsimile: (818) 345-0162

CLIENT:

LYDIA HARRIS

Lydia Harris
7010 W. Avenue K, Suite 624
Laurelwood, CA 91334

Telephone: (Cell) 310-594-2704

Facsimile: 323-291-7317

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 52
of 60

FIRM: DATE: April 4, 2006
HAIGHT, BROWN AND BOE STEEL
6080 CENTER DRIVE, SUITE 800 COURT/ LASC
LOS ANGELES, CA 90045 BRANCH: Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v. Harris
PHONE #: (310) 215-7100 DOCUMENTS:
FAX #: (310) 215-7300 First Amended Complaint
ATTENTION OF: S. Caib/T. Welsh
EXT: 7739
ATTY FILE #: WC11-0007

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

☒ FILE & CONFORM

☐ ISSUE

☐ RECORD

☐ COPY

☐ CERTIFY

☐ OTHER (specify):

☐ ADVANCE FEES

☐ CHECK ATTACHED \$ _____

APPEARANCE FEES PAID: ☐ YES ☐ NO

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS

☐ REJECTED

☐ ATTY. CALLED _____ DATE SPOKE WITH _____

☐ BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

CH7429065

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

(213) 628-6338

1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

Janney & Janney
attorney service, inc.

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

MA2568 (02/04)

PLEASE TEAR PERFS OFF THIS SIDE ONLY. RETAIN COPY

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 53
of 60

FIRM: HIGHT, BROWN AND BO STEEL
3080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045
DATE: April 4, 2006
COURT/ BRANCH: LASC
Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v Harris
PHONE #: (310) 215-7100
FAX #: (310) 215-7300
DOCUMENTS: First Amended Complaint
ATTENTION OF: S. Caine/T. Welsch
EXT: 7729
ATTY FILE #: WC11-0007
Deadline Version of same.

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☐ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☒ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$



DO TODAY

Deliver the attached documents to the
Clerk in Dept. 41 as a courtesy copy
of documents being filed today.

APPEARANCE FEES PAID: ☐ YES ☐ NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS

☐ REJECTED

☐ ATTY. CALLED _____ SPOKE WITH _____
DATE

☐ BILLING TO FOLLOW

CH7429064

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOGRAPHERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

(213) 628-6338 1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

Janney & Janney
attorney service, inc.

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

PLEASE TEAR PERFS. OFF THIS SIDE ONLY. RETAIN COPY

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 54 of 60

fedEx *US Airbill*
Express

FedEx Tracking Number **8569 4066 0358**

From Please print and print hard.
Date **3/31/06** Sender's FedEx Account Number **0904-1912-9**
Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007** First 24 characters will appear on invoice.

To
Recipient's Name **Dermot Damian Givens** Phone **(310) 854-8823**

Company

Recipient's Address **433 North Camden Drive #600**

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City **Beverly Hills** State **CA** ZIP **90210**

0332443625



Store your addresses at **fedex.com**

Simplify your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.* Friday
shipments will be delivered on Saturday
unless SATURDAY Delivery is selected.
☐ FedEx 2Day
Second business day.* Thursday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight
Next business afternoon.*
Saturday Delivery NOT available.
☐ FedEx Express Saver
Third business day.*
Saturday Delivery NOT available.

Packages up to 150 lbs.

☐ FedEx First Overnight
Earliest next business morning
if delivery to select locations.*
Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day.* Friday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight
Second business day.* Thursday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

Packages over 150 lbs.

☐ FedEx 3Day Freight
Third business day.*
Saturday Delivery NOT available.
Saturday Delivery NOT available.

5 Packaging

☐ FedEx Envelope* ☒ FedEx Pak*
Includes FedEx Small Pak,
FedEx Large Pak, and FedEx Tertiary Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other
* Declared value limit \$500.

6 Special Handling

☐ SATURDAY Delivery
NOT Available for
FedEx Standard Overnight,
FedEx First Overnight, FedEx Express
Saver, or FedEx 2Day Freight.
☐ HOLD Weekday
at FedEx Location
NOT Available for
FedEx First Overnight.
☐ HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day Freight.

Does this shipment contain dangerous goods?

☒ No ☐ Yes
Yes box must be checked.
By air only. Shipper's Declaration
not required. ☐ Dry Ice
Dry Ice, 9 UN 1845 ☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
Enter FedEx Account No. or Credit Card No. below.

FedEx Account No. Est. Date

Total Packages Total Weight Total Declared Value*

\$ **00**

Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the
service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. **FedEx Use Only**

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

☐ No Signature
Required.
Package may be left
without obtaining a
signature for delivery. ☐ Direct Signature
Anyone at recipient's
address may sign for
delivery. Fee applies. ☐ Indirect Signature
If no one is available at
recipient's address, anyone
at a neighboring address may
sign for delivery. Fee applies.

519

Rev. Date 1/05 FedEx Form 3813-01/05-2006 FedEx PRINTED IN U.S.A. 197

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



Ship and track packages at fedex.com
 Simply log in, ship, manage your account. Access all the tools you need.

09215

Sender's Copy

4a Express Package Service

☐ **FedEx Priority Overnight**
Next business morning* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ **FedEx Standard Overnight**
Next business afternoon* Saturday Delivery NOT available.

☐ **FedEx First Overnight**
Earliest next business morning* Saturday Delivery NOT available.

☐ **FedEx 2Day**
Second business day* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ **FedEx Express Saver**
Third business day* Saturday Delivery NOT available.

*FedEx Envelope rates not available. Minimum charge: One pound rate.

** To meet locations.

4b Express Freight Service

☐ **FedEx 1Day Freight**
Next business day* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ **FedEx 2Day Freight**
Second business day* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ **FedEx 3Day Freight**
Third business day* Saturday Delivery NOT available.

* Call for Confirmation.

** To meet locations.

5 Packaging

☐ **FedEx Envelope***

☒ **FedEx Pak***
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Heavy Pak.

☐ **FedEx Box**

☐ **FedEx Tube**

☐ **Other**

* Declared on value limit \$500.

6 Special Handling

☐ **SATURDAY Delivery**
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
Does this shipment contain dangerous goods?

☐ **HOLD Saturday at FedEx Location**
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

☒ **No**

☐ **Yes**
An air box must be checked.

☐ **Yes**
An air box must be checked.

☐ **Yes**
Proper's Declaration not required.

☐ **Yes**
Proper's Declaration not required.

☐ **Yes**
Proper's Declaration not required.

☐ **Yes**
Proper's Declaration not required.

☐ **Yes**
Proper's Declaration not required.

Dangerous goods including dry ice must be shipped in FedEx packaging.

7 Payment Bill to:

☒ **Sender**
Acct. No. is below.

☐ **Recipient**

☐ **Third Party**

☐ **Credit Card**

☐ **Cash/Check**

FedEx Acct. No. Exp. Date

Total Packages

Total Weight

Total Declared Value†

\$.00

†Our liability is limited to \$100 unless you declare a higher value. See us for details. The using this label you agree to the limited conditions on the back of this label and to the current FedEx Service Guide, including how best to label your liability.

FedEx Use Only

8 NEW Residential Delivery Signature Options

☐ **No Signature**
Packages may be left without delivery signature for delivery.

☐ **Direct Signature**
Signature at recipient's address may be left for delivery.

☐ **Indirect Signature**
Signature at recipient's address, anyone at a neighboring address may sign for delivery.

519

NO POUCH NEEDED

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 56 of 60

fedEx *US Airbill*
Express

FedEx Tracking Number **8569 4066 0483**

FROM *Please print and press hard*

Date **3/31/06** Sender's FedEx Account Number **0904-1912-9**

Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007** OPTIONAL

To Recipient's Name **Laurence D. Strick** Phone **(323) 964-5231**

Company **Law Office of Laurence D. Strick**

Recipient's Address **339 N. Sycamore Ave., #2**

We cannot deliver to P.O. boxes or R.D. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City **Los Angeles** State **CA** ZIP **90036**

0332443625



Ship online at fedex.com
Simply visit fedex.com to manage your account, access all the tools you need,

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight Next business day* Monday through Friday. Delivery guaranteed by 10:00 a.m. Saturday delivery NOT available. ☒ FedEx Standard Overnight Next business day* Monday through Friday. Delivery guaranteed by 12:00 p.m. Saturday delivery NOT available. ☐ FedEx First Overnight Next business day* Monday through Friday. Delivery guaranteed by 8:00 a.m. Saturday delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight* Next business day* Monday through Friday. Delivery guaranteed by 10:00 a.m. Saturday delivery NOT available. ☐ FedEx 2Day Freight Second business day* Monday through Friday. Delivery guaranteed by 12:00 p.m. Saturday delivery NOT available. ☐ FedEx 3Day Freight Third business day* Monday through Friday. Delivery guaranteed by 12:00 p.m. Saturday delivery NOT available.

5 Packaging

☐ FedEx Envelope* ☒ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other *Declared value limit \$500.

6 Special Handling

☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx Express Saver, or FedEx 3Day Freight. ☐ HOLD Weekday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 3Day to select locations. ☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 3Day to select locations.

7 Payment

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. In. Date

Total Packages Total Weight Total Declared Value*

*Our liability is limited to \$100 unless you declare a higher value. See back for details by using this form. You agree to the service conditions on the back of this form and in the terms of FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

☐ No Signature Required Package may be left without obtaining a signature for delivery. ☐ Direct Signature Anyone at recipient's address may sign for delivery (see options). ☐ Indirect Signature If no one is available at recipient's address, we will sign for delivery (see options).

519

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 57 of 60

fedEx. US Airbill
Express

FedEx
Tracking
Number

8569 4066 0472

From *Please print and press hard*
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference
First 34 characters will appear on invoice. WC11-0007

To
Recipient's Name Steven M. Goldber Phone (310) 979-8274

Company Russ August & Kabat

Recipient's Address 12424 Wilshire Blvd., Ste. 12th FL
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address
To request a package be held at a specific FedEx location, print FedEx address here.
City Los Angeles State CA ZIP 90025

0332443625



Store your addresses at fedex.com

Simply type in your name. Manage your account. Access all the tools you need.

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4a Express Package Service
☐ FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Saturday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.
☐ FedEx Express Saver
Third business day. Saturday Delivery NOT available.
☐ FedEx 2Day
Second business day. Thursday shipments will be delivered on Friday unless SATURDAY Delivery is selected.
FedEx Envelope rates not available. Minimum charge: One-pound rate. * To meet location.

4b Express Freight Service
☐ FedEx 1Day Freight
Next business day. Friday shipments will be delivered on Saturday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight
Second business day. Thursday shipments will be delivered on Friday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight
Third business day. Saturday Delivery NOT available.
* To meet location.

5 Packaging
☐ FedEx Envelope*
☒ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
☐ FedEx Box
☐ FedEx Tube
☐ Other
* Declared value limit \$500.

6 Special Handling
☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, and FedEx 2Day Freight.
☐ HOLD Weekday at FedEx Location
NOT Available for FedEx First Overnight.
☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.
Does this shipment contain dangerous goods?
See box must be checked.
☒ No ☐ Yes
If not attached, Shipper's Declaration not required. ☐ Dry Ice
Dry Ice, SOLID, 1945, to ☐ Cargo Aircraft Only
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
☒ Sender
Acct. No. or Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Emp. ID#
Total Packages Total Weight Total Declared Value*
\$.00
* Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and to the current FedEx Service Guide, including terms that limit our liability. FedEx Use Only

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.
☐ No Signature Required
Package may be left without obtaining a signature for delivery.
☐ Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.
☐ Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.
519

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 58 of 60

FedEx *US Airbill*
Express

FedEx Tracking Number **8569 4066 0461**

From *Please print and print hard.*
Date **3/31/06** Sender's FedEx Account Number **0904-1912-9**
Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007**

To Recipient's Name **Larry Nagelberg** Phone **(310) 208-3220**

Company **Nagelberg & Associates**

Recipient's Address **The Tower, Suite 2150**

Address **10940 Wilshire Blvd.**

City **Los Angeles** State **CA** ZIP **90024**

0332443625

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4a Express Package Service

☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day
☐ FedEx Express Saver
☐ FedEx First Overnight
☐ FedEx 3Day Freight

4b Express Freight Service

☐ FedEx 1Day Freight
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight

5 Packaging

☐ FedEx Envelope*
☒ FedEx Pak*
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling

☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
☐ Dry Ice
☐ Cargo Aircraft Only

7 Payment

☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

Total Packages Total Weight Total Declared Value*

\$ **.00**

8 NEW Residential Delivery Signature Options

☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

FedEx US Airbill

Express
From Please print and print head
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801
Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045
Our Internal Billing Reference WC11-0007
Recipient's Name Rex Julian Beaber Phone () 557-1198
Address 1546 Calmar Court
City Los Angeles State CA ZIP 90024
0332443625

Schedule a pickup at fedex.com
Simply visit fedex.com Manage your account. Access all the tools you need.

Sender's Copy
4a Express Package Service
☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day
☐ FedEx 3Day Freight
4b Express Freight Service
☐ FedEx 3Day Freight
☐ FedEx 2Day Freight
5 Packaging
☐ FedEx Envelope
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
6 Special Handling
☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
7 Payment Bill to:
☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check
8 NEW Residential Delivery Signature Options
☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature
519

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 60
of 60

1	MAILING LIST	
2	WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS	
3	BC 340196	
4	Rex Julian Beaber	Gary S. Soter
5	1546 Calmar Court	Pearson, Soter, Warshaw & Penny
6	Los Angeles, CA 90024	15165 Ventura Blvd., #400
7	Tel: 557-1198	Sherman Oaks, CA 91403
8	Fax:	Tel: 818-788-8300
9	Xerxers@aol.com	Fax: 818-788-8104
10		gsoter@pswplaw.com
11	David B. Casselman	Dermot Damian Givens
12	Wasserman Comden, Casselman & Pearson	433 North Camden Dr., #600
13	5567 Reseda Blvd., #330	Beverly Hills, CA 90210
14	Tarzana, CA 91357	Tel: 310-854-8823
15	Tel: 818-705-6800	Fax: 323-878-0416
16	Fax: 818-705-8634	dermotg@aol.com
17	hblum@wccclaw.com	
18	Kevin Gilliam	Debra V. Crawford
19	1502 South Alpine Dr.	P.O. Box 373, SW Mission & 4 th , #5
20	West Covina, CA 91791	Carmel, CA 93921-0373
21	[Pro Per]	Tel: 831-624-2422
22		Fax: 831-624-2428
23		ddvcrawford@earthlink.net
24	Steven M. Goldberg	Laurence D. Strick
25	Russ, August & Kabat	Law Office of Laurence D. Strick
26	12424 Wilshire Blvd., 12 th Floor	339 N. Sycamore Ave., # 2
27	Los Angeles, CA 90025	Los Angeles, CA 90036
28	Tel: 310-979-8274	Tel: (323) 964-5231
	Fax: 310-826-6991	Fax: (323) 964-8135
	sgoldberg@raklaw.com	larrystrick@yahoo.com
	Larry Nagelberg	
	Nagelberg & Associates	
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	10940 Wilshire Blvd.	
	Los Angeles, CA 90024	
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LAW OFFICES
HAIGHT, BROWN &
BONSTEEL, L.L.P.
Los Angeles

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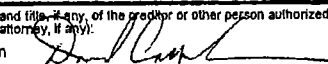
FIRST AMENDED COMPLAINT

EXHIBIT 9B

EXHIBIT 9B

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Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor Death Row Records, Inc.	Case Number LA 06-11205-EC	<div style="border: 2px solid black; padding: 10px; text-align: center;">FILED OCT 31 2006 <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</small></div> This space is for Court use only.
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Wasserman, Comden & Casselman, L.L.P.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: Wasserman, Comden & Casselman, L.L.P. C/O David B. Casselman 5567 Reseda Boulevard, Suite 330 Tarzana, CA 91357-7033 Telephone number: (818) 705-6800; Facsimile (818) 345-0162	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other See Attachment		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2. Date debt was incurred:		3. If court judgment, date obtained: March 9, 2005
4. Total Amount of Claim at Time Case Filed: \$ 60,418,315.00 (unsecured) (secured) (priority) (Total) In an amt not less than \$ 60,418,315.00* If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. *See attachment for additional claims against Debtor. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. See Attachment for Details.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8
6. Unsecured Nonpriority Claim. \$ _____ <input type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date 10/30/06	Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). David B. Casselman 	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ORIGINAL

ATTACHMENT TO PROOF OF CLAIM
FILED BY WASSERMAN, COMDEN & CASSELMAN, L.L.P.

Wasserman, Comden & Casselman, L.L.P. ("Wasserman") has the followings claims against the Debtor:¹

- (1) Contingency Fee & Reimbursement of Expenses Arising out of Harris Judgment. Wasserman has a pending state court action (the "Wasserman Action") against, among others, Marion H. Knight *aka* Suge Knight ("Mr. Knight"), and Death Row Records, Inc. ("Death Row" and collectively, with Mr. Knight, the "Debtors"). The Wasserman Action was commenced on September 21, 2005 by the filing of a complaint in the Superior Court of the State of California for the County of Los Angeles - Central District (the "State Court"), styled Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris; Lifestyle Records, Inc.; New Image Media Corp.; Marion H. Knight, aka Suge Knight; Death Row Records, Inc.; Death Row Records, L.L.C.; Tha Row, Inc.; Dermot Givens; Kevin Gilliam aka Battlecat; and Does 1 through 100, inclusive and bearing case number BC 308790.² The Wasserman Action arises out of Wasserman's representation³ of the Harris Parties in that certain action (the "Harris Action") commenced by the Harris Parties against, among others, Mr. Knight and Death Row. On March 9, 2006, Judgment was entered in the Harris Action in favor of Lydia Harris and New Image Media Corp. ("New Image") against the Debtors in the sum of \$107 million, which included \$60 million in punitive damages (the "Harris Judgment"). Wasserman is entitled to its 40% contingency fee on any recovery, as well as reimbursement for all out of pocket expenses. To the extent the Harris Parties have any claim against this estate, Wasserman is entitled to be paid directly from the Debtor's estate for its 40% contingency fee and related reimbursement of expenses.
- (2) Direct Claims Against the Debtors. On or about May 19, 2005, after the Harris Judgment was entered and after all appeals had been waived, Lydia terminated Wasserman as her attorney. In response and also on May 19, 2005, Wasserman filed and served on the Harris Parties and the Debtors a Notice of Attorney Lien (the "Attorney Lien Notice") equal to 40% of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction

¹ Wasserman reserves the right to supplement its claim.

² A true and correct copy of the First Amended Complaint filed by Wasserman in the Wasserman Action (the "First Amended Complaint") is annexed hereto.

³ On or about January 25, 2002, Wasserman, on the one hand, and Lydia Harris, New Image Entertainment, Inc., and Lifestyle Records, Inc. (the "Harris Parties"), on the other hand, entered into a written Contingency Fee Agreement (the "Contingency Fee Agreement") pursuant to which Wasserman agreed to represent the Harris Parties in connection with liability claims against, among others, the Debtors. Pursuant to the Contingency Fee Agreement, Wasserman is entitled to a forty-percent (40%) contingency fee on any recovery, as well as reimbursement of all reasonable out of pocket litigation costs and expenses.

of the Harris Judgment (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 day), plus costs of \$213,890.27.⁴ Despite the Contingency Fee Agreement, Lydia and the Debtors secretly negotiated during the time she was represented by Wasserman and purportedly entered into a settlement agreement pursuant to which the Harris Judgment would be resolved. The Debtors and the Harris Parties are currently litigating over this purported settlement. However, it is undisputed that, despite signature of the Contingency Fee Agreement by Lydia and receipt of the Attorney Lien Notice by Lydia and the Debtors, the Debtors and/or related entities paid to Lydia the sum of at least \$1 million⁵ without acknowledging Wasserman's lien rights, or reserving any of the funds paid to Lydia to satisfy Wasserman's lien. Lydia refused to voluntarily pay any portion of the \$1 million to Wasserman, or even to reimburse Wasserman's actual costs, which were in excess of \$200,000. The Debtors, who had full knowledge of Wasserman's Attorney Lien Notice, proceeded to pay Lydia the \$1 million purported settlement payment. As set forth more fully in the First Amended Complaint filed in the Wasserman Action, Wasserman has alleged the following causes of action against the Harris Parties and the Debtors: (1) breach of contract of the Contingency Fee Agreement; (2) quantum meruit based on the actual legal services provided by Wasserman to the Harris Parties; (3) for money had and received; (4) an accounting of any and all gross recovery, payments or consideration of any kind paid or transferred in satisfaction, whole or part, of the Harris Judgment; (5) interference with contract based on, among others, the Debtors' conspiracy to deprive Wasserman of its lien rights; (6) an equitable assignment of 40% of the Harris Judgment and/or 40% of any settlement or other recoveries obtained by or on behalf of the Harris Parties; and (7) declaratory relief that Wasserman may recover judgment against the Debtors and their related entities and alter egos in the sum of 40% of the Harris Judgment, plus interest at the rate of \$29,315 per day from March 9, 2005.

⁴ A true and correct copy of the Attorney Lien Notice is attached as Exhibit "C" to the First Amended Complaint.

⁵ Since the payment of the \$1 million, Lydia and the Debtors have disagreed on whether that payment effectuated a full or partial payment under the purported settlement agreement, or whether a meeting of the minds occurred at all, so as to create a binding settlement agreement.

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Conformed Copy

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Nancy E. Lucas (Bar No. 126854)
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Post Office box 7033
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9 Facsimile: (818) 345-0162

10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
16 CASSELMAN & PEARSON, L.L.P.,

17 Plaintiff,

18 v.

19 LYDIA HARRIS; LIFESTYLE
RECORDS, INC., NEW IMAGE MEDIA
CORP.; MARION H. KNIGHT, aka SUGE
20 KNIGHT; DEATH ROW RECORDS,
INC.; DEATH ROW RECORDS, L.L.C.;
21 THA ROW, INC.; DERMOT GIVENS;
KEVIN GILLIAM aka BATTELCAT;
AND DOES 1 through 100, Inclusive,

22 Defendants.
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, L.L.P.
Los Angeles

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FIRST AMENDED COMPLAINT

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 04 2006

John A. Clarke, Executive Officer/Clerk
By A E LA FLEUR-CLAYTON Deputy

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 5
of 61

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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,

16 Plaintiff,

17 v.

18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC.; NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

22 Defendants.
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, L.L.P.
Los Angeles

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1
FIRST AMENDED COMPLAINT

4/13/06

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1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC. and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

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1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

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1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

(Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and

Does 1 through 25, Inclusive)

19. Plaintiff incorporates by this reference all allegations and facts alleged in paragraphs 1 through 18, above.

20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff agreed to represent HARRIS in connection with liability claims against MARION H. KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and in connection with liability claims against GILLIAM. A copy of that written retainer agreement, attached as Exhibit F, is incorporated herein in full by this reference.

21. Some of the material terms of the Contingency Fee Agreement include that WCCP is authorized to incur reasonable costs and expenses in performing legal services and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

22. The Contingency Fee Agreement negotiated by HARRIS further specifically included language granting plaintiff a lien upon any recovery, for payment of plaintiff's attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise."

23. Plaintiff has performed all conditions, covenants and promises of the Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number BC268857.

24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

14 SECOND CAUSE OF ACTION

15 QUANTUM MERUIT

16 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

28

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS
4 Defendants have refused and continue to refuse to provide completely and accurately
5 any such information, or pay any sums for the reasonable value of professional
6 services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7 FOR MONEY HAD AND RECEIVED

8 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5
6 **FOURTH CAUSE OF ACTION**

7 **FOR AN ACCOUNTING**

8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20
21 **FIFTH CAUSE OF ACTION**

22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,**

24 **THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

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of 61

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

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SIXTH CAUSE OF ACTION

FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS

(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and

DOES 1 Through 25

and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

48. Plaintiff is informed and believes and thereon alleges that HARRIS discharged plaintiff for the primary purpose of concealing payments and violating plaintiffs contractual right to collect a contingency fee based upon any recovery in the underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery against GILLIAM.

49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by settlement or judgment. By reason of the professional services rendered, plaintiff is an equitable assignee of the judgments or settlements to the extent of fees and costs which are due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d 745.]

50. Plaintiff is informed and believes and thereon alleges that it is entitled to an equitable assignment of forty (40) percent of the judgments against The KNIGHT Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT Defendants.

SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

(Plaintiff vs. All Defendants)

51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against The KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned. Plaintiff is informed and believes and thereon alleges that defendants contend that they had or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make payments in partial or total satisfaction of the judgment without paying anything to plaintiff. Plaintiff contends to the contrary.

53. Plaintiff contends that any settlement agreement between The KNIGHT Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens served on May 19, 2005 and September 9, 2005.

54. Plaintiff is informed and believes and thereon alleges that defendants contend that they have or had the right to disregard, impair, release, diminish or extinguish the lien rights of plaintiff.

55. Plaintiff contends that any agreement between the defendants that was made without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a fraud upon plaintiff, was made with unclean hands and without any consideration to plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that defendants contend to the contrary.

1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

- 8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;
- 11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and
- 13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;
- 16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:
- 18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;
- 20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;
- 22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;
- 25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;
- 28 9. Its costs of suit;

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1 10. Prejudgment interest, as provided by law; and

2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

4
5
6 By: 

Peter O. Ezzell
Nancy E. Lucas
Stephen M. Caine;
David B. Casselman
Leonard J. Comden
Attorneys for Plaintiff WASSERMAN,
COMDEN, CASSELMAN &
PEARSON, L.L.P.

LIST OF EXHIBITS

- A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS, INC.
- B. March 26, 2004, Court judgment in favor of HARRIS and her related business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
- C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended in the sum of \$213,890.27.
- D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the sum of \$304,000.00, plus interest.
- E. Notice of Settlement, filed June 17, 2005.
- F. Contingency Fee Agreement.

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PROOF OF SERVICE BY MAIL

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

☒ (MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 22
of 61

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

David B. Casselman
Wasserman Comden, Casselman & Pearson
5567 Reseda Blvd., #330
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Tel: 818-705-6800
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hblum@wccclaw.com

Gary S. Soter
Pearson, Soter, Warshaw & Penny
15165 Ventura Blvd., #400
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gsoter@pswplaw.com

Kevin Gilliam
1502 South Alpine Dr.
West Covina, CA 91791

[Pro Per]

PROOF OF SERVICE BY OVERNIGHT DELIVERY

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 24
of 61

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

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3 Rex Julian Beaber Dermot Damian Givens
1546 Calmar Court 433 North Camden Dr., #600
4 Los Angeles, CA 90024 Beverly Hills, CA 90210
5 Tel: 557-1198 Tel: 310-854-8823
Fax: Fax: 323-878-0416
6 Xerxers@aol.com dermotg@aol.com
7 Debra V. Crawford Steven M. Goldberg
P.O. Box 373, SW Mission & 4th, #5 Russ, August & Kabat
8 Carmel, CA 93921-0373 12424 Wilshire Blvd., 12th Floor
Los Angeles, CA 90025
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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 25
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EXHIBIT A

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 26
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Facsimile: (818) 705-8147

FILED

APR 14 2005

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 27
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1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.

2
3 DATED: April 13, 2005

4 WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

5
6 By: 

I. DONALD WEISSMAN

7 Attorneys for Plaintiffs
8 LYDIA HARRIS and NEW IMAGE MEDIA
9 CORPORATION
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of 61

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 
5

DONALD WEISSMAN

Attorneys for Plaintiffs

6 LYDIA HARRIS and NEW IMAGE MEDIA
7 CORPORATION
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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 29
of 61

DAVID B. CASSELMAN (SBN 81657)
L. DONALD WEISSMAN (SBN 67980)
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FILED

APR 14 2005

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

400205.1

NOTICE OF ENTRY OF JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 RESEDA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 30
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ORIGINAL FILED

MAR 09 2005

LOS ANGELES
SUPERIOR COURT

1. DAVID B. CASSELMAN (SBN 81657)
2. I.DONALD WEISSMAN (SBN 67980)
3. WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP,
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6. Tarzana, California 91357-7033
7. Telephone: (818) 705-6800 • (323) 872-0995
8. Facsimile: (818) 705-8147

9. Attorneys for Plaintiffs
10. LYDIA HARRIS and NEW IMAGE MEDIA
11. CORPORATION

12. SUPERIOR COURT OF THE STATE OF CALIFORNIA
13. FOR THE COUNTY OF LOS ANGELES

14. LYDIA HARRIS, LIFESTYLE
15. RECORDS, INC., AND NEW IMAGE
16. MEDIA CORP.,

17. Plaintiffs,

18. v.

19. KEVIN GILLIAM AKA BATTLECAT;
20. MARION H. KNIGHT AKA SUGE
21. KNIGHT; DEATH ROW RECORDS;
22. THA ROW, INC.; DAVID E. KENNER;
23. DAVID E. KENNER PROFESSIONAL
24. LAW CORPORATION; DAVID E.
25. KENNER, A PROFESSIONAL
26. CORPORATION; THE DAVID E.
27. KENNER TRUST; INTERSCOPE
28. RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
DEATH ROW RECORDS, INC., ~~aka DEATH ROW RECORDS, L.L.C., and THA ROW, INC.~~
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

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of 61

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT ^{AND} ~~DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS L.L.C.,~~~~
4 ~~and THE ROW, INC.~~, in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute IN THE AMOUNT OF \$ _____.
9

10 Dated: MAR 09 2005

11 RONALD M. SOHIGIAN
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT
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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
3567 NEBADA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91377-7033

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25
26
27
28

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210

Attorney for defendant MARION H.
KNIGHT, DEATH ROW RECORDS
and THA ROW, INC.

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).


☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.


BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
5567 RESEDA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 33
of 61

EXHIBIT B

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 34
of 61

COPY

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P. FILED
4 5567 Reseda Boulevard, Suite 330 LOS ANGELES SUPERIOR COURT
5 Post Office Box 7033
6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147
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28

MAR 26 2004

JOHN A. CLARKE, CLERK

BY R. MCGLOTHLIN, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge David A. Workman - Dept. 40

[Complaint Filed: February 26, 2002]

ORDER CONFIRMING
ARBITRATION AWARD AND
JUDGMENT

ORDER

The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
Department 40 for hearing by the court.

372694.1

ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 35
of 61

1 Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
2 attorney of record, L.DONALD WEISSMAN, ESQ. of Wassenman, Comden, Casselman &
3 Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
4 record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

5
6 Proof having been made to the satisfaction of the court that the petition should be
7 granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
8 December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
9 therewith.

10
11 DATED: March 26, 2004 By: David A. Workman
12 Judge of the Superior Court
13 DAVID A. WORKMAN

14 JUDGMENT

15
16 The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
17 court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
18 recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
19 with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
20 this proceeding in the sum of \$ _____.

21
22 DATED: March 26, 2004 By: David A. Workman
23 Judge of the Superior Court
24 DAVID A. WORKMAN
25
26
27
28

ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT

372694.1

5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193

Counsel for Kevin Gilliam, p/k/a
Battlecat

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

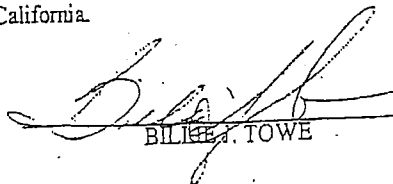
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.


BILLIE J. TOWE

WASICKMAN, LOMBEN, LASSERMAN & PERKINS LLP
5567 RESEDA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 37
of 61

EXHIBIT C

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 38
of 61

1 DAVID B. CASSELMAN (SBN 81657)
2 IDONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
6 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
7 Facsimile: (818) 705-8147

8 Attorneys for Plaintiffs
9 LYDIA HARRIS and NEW IMAGE MEDIA
10 CORPORATION

CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk

By R. Arraiza, Deputy
R. Arraiza

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 LYDIA HARRIS, LIFESTYLE
14 RECORDS, INC., AND NEW IMAGE
15 MEDIA CORP.,

16 Plaintiffs,

17 v.

18 KEVIN GILLIAM AKA BATTLECAT;
19 MARION H. KNIGHT AKA SUGE
20 KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
21 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
22 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
23 KENNER TRUST; INTERSCOPE
24 RECORDS; JIMMY IOVINE; JOHN T.
25 MCCLAIN, JR.; A&M RECORDS; ET
26 AL.,

27 Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

28 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 39
of 61

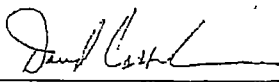
(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 

DAVID B. CASSELMAN
Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 40
of 61

PROOF OF SERVICE
Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

☒ BY MAIL: By placing a true copy in a sealed envelope addressed as above, and placing it in the collection box following ordinary business practices. I am readily familiar with the practice of collection and processing of correspondence matters for mailing with the United States Postal Service. Petitions, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than five days after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT: I delivered the above-referenced document(s) to be delivered to the above address(es).

☐ BY FAX: I delivered a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.


Leslie Adler

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 41
of 61

SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al
(LASC Case No. BC226857)

WASSERMAN, COMDEN, CASSELMAN & PEALSON LLP
5567 RESEDA BOULEVARD, SUITE 330
CULVER CITY, CALIFORNIA 91531-3033
TARRANT, CALIFORNIA 91357-7033

Lydia Harris
3910 Daphne Street
Houston, TX 77021

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

Alan S. Gutman, Esq.
LAW OFFICES OF ALAN S. GUTMAN
9401 Wilshire Boulevard, Suite 575
Beverly Hills, California 90212-2918
Tel: (310) 385-0700
Fax: (310) 385-0710
*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. fka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*

Bart H. Williams, Esq.
Megan M. LaBelle, Esq.
MUNGER, TOLLES & OLSON, L.L.P.
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071-1560
Tel: (213) 683-9295
Fax: (213) 687-3702
*Counsel for Interscope Records, Jimmy Iovine,
John A. McClain, III, Aftermath Records and
Andre Young*

Joseph Golden, Esq.
Law Offices of Joseph Golden
10100 Santa Monica Boulevard, Suite 800
Los Angeles, CA 90067-4100
Tel.: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TVT Records LLC and TVT Music,
Inc.*

Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
JEFFER, MANGELS, BUTLER &
MARMARO LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067-4308
Tel.: (310) 203-8080
Fax: (310) 203-0567
*Counsel for Marion H. Knight aka Suge Knight;
Death Row Records; Tha Row Records*

George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
1925 Century Park East, Suite 2000
Los Angeles, CA 90067-2701
Tel: (310) 788-5555
Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.

Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Tha Row
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Joseph A. Davis, Esq.
DAVIS AND WINSTON
9911 West Pico Boulevard
Suite 1400
Los Angeles, CA 900035
Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

4

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 42
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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.
9 DANIEL J. AARON, P.C.
10 11 Madison Avenue, 12th Floor
11 New York, New York 10010
12 Tel: (212) 684-4466
13 Fax: (212) 684-5566
14 Co-Counsel for Koch Entertainment
15 Distribution

16 Dermot Damian Givens, Esq.
17 433 North Camden Drive, #600
18 Beverly Hills, CA 90210

James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Tel: (213) 576-8000
Fax: (213) 576-8080
Counsel for Priority Records, LLC

Eve H. Wagner, Esq.
SAUER & WAGNER LLP
1801 Century Park East, Suite 520
Los Angeles, California 90067
Tel: (310) 712-8100
Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 43
of 61

EXHIBIT D

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 44
of 61

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (Bar No. 81657)
I. DONALD WEISSMAN (Bar No. 67980)
2 HOWARD S. BLUM (Bar No. 60603)
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
3 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
HARRIS and NEW IMAGE MEDIA
7 CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,

14 Plaintiffs,

15 vs.

16 KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
17 KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
18 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
19 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
20 KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
21 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.
23

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

24
25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

726281.1

NOTICE OF ATTORNEY LIEN

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
2567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
J. DONALD WEISSMAN
HOWARD S. BLUM

19
20
21
22 By: 

HOWARD S. BLUM
Former Attorneys for Plaintiffs LYDIA HARRIS
and NEW IMAGE MEDIA CORPORATION

PROOF OF SERVICE

HARRIS V. GILLIAM

Case No. BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is 5567 Reseda Boulevard, Suite 330, Tarzana, California 91356. I am over the age of eighteen years and am not a party to the within action;

On September 9, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2005, at Tarzana, California.

Natalie M. Halpern

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 47
of 61

SERVICE LIST
HARRIS V. KNIGHT, MARIN 'SUGE'
BC268857

1
2
3 Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
4 JEFFER, MANGELS, BUTLER &
MARMARO LLP
5 1900 Avenue of the Stars
Seventh Floor
6 Los Angeles, CA 90067-4308
Telephone: (310) 203-8080
7 Facsimile: (310) 203-0567

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

8 Dermot Damian Givens, Esq.
9 433 North Camden Drive
Suite 600
Beverly Hills, CA 90210

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

10 Hayes F. Michel, Esq.
11 PROSKAUER ROSE LLP
2049 Century Park East
12 Suite 3200
Los Angeles, CA 90067-3206
13 Telephone: (310) 557-2900
Facsimile: (310) 557-2193
14
15
16
17
18
19
20
21
22
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28

Attorneys for KEVIN GILLIAM aka
BATTLECAT

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
3567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 48
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EXHIBIT E

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 49 of 61

CM-200	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne Houston, Tx 77021 FAX NO. (Optional): E-MAIL ADDRESS (Optional): (281) 330-4453 ATTORNEY FOR (Name):	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK BY ELIZABETH MARTINEZ, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: LA, CA 90011 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Motion 'Sgt' Knight - Death Row Inc. Records	
NOTICE OF SETTLEMENT	CASE NUMBER: BC 268 857 JUDGE: Ronald M. Soglin DEPT: 41

NOTICE TO PLAINTIFF

If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

- This case has been settled. The settlement is:
 - ☐ Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - ☒ Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
- Date initial pleading filed: February 24, 2002
- Next scheduled hearing or conference:
 - Purpose:
 - Date: Time:
- Trial date:
 - ☒ No trial date set
 - ☐ Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY WITHOUT ATTORNEY)

Lydia Harris
(SIGNATURE)

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of 61

EXHIBIT F

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 51
of 61

WASSERMAN, COMDEN & CASSELMAN LLP
3567 Reseda Boulevard, Suite 330
Post Office Box 7033
Torrance, California 90505-7033
(818) 705-6800 (323) 872-0995
Fax: (818) 996-8266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Image Entertainment, Inc. and Lifesize Records, Inc. hereinafter referred to as "Client," and Wasserman, Comden & Casselman LLP, hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representing regarding matters concerning Bailment, including, but not limited to breach of licensing, publishing and all intellectual property issues. This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claims by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at \$14/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 30¢/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility re Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserman, Camden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

MSR
(CLIENT'S INITIALS)

MSR
(W&C)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Blvd., Suite 330, Tarzana, CA 91357 (place) on January 25, 2002.

ATTORNEY:

CLIENT:

WASSERMAN, CAMPEN, CASSELMAN & PEARSON L.L.P.

LYDIA HARRIS

BY: Martin S. Rudy
MARTIN S. RUDY

Lydia Harris
7010 W. Avenue K, Suite 624
Lawrence, CA 93334

5567 Reseda Boulevard, Suite 330
Tarzana, California 91357

Telephone: (Cell) 310-594-2704

(818) 705-6800

Facsimile: 323-291-2117

Facsimile: (818) 345-0162

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 53 of 61

FIRM:

DATE: April 4, 2006

HAIGHT, BROWN AND BOY STEEL
6080 CENTER DRIVE, SUITE 800 COURT/ LASC
LOS ANGELES, CA 90045 BRANCH: Central

CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10

CASE: Wasserman v. Harris

PHONE #: (310) 215-7100

DOCUMENTS:
First Amended Complaint

FAX #: (310) 215-7300

ATTENTION OF: S. Calh/T. Welsch
EXT: 7739

ATTY FILE #: WC11-0007

CH7429065

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

Janney & Janney
attorney service, inc.
(213) 628-6338
1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

MA26568 (02/04)

PLEASE TEAR PERFS OFF ONLY SIDE WITH LAST COPY.

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☒ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☐ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$ _____



DO TODAY

APPEARANCE FEES PAID: ☐ YES ☐ NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS _____
☐ ATTY. CALLED _____ SPOKE WITH _____
DATE _____

☐ REJECTED
☐ BILLING TO FOLLOW

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 54 of 61

FIRM: Haight, Brown and BO STEEL
2080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045
DATE: April 4, 2006
COURT: LASC
BRANCH: Central
CLIENT ACCOUNT #: 124
ROUTE #: 10
NUMBER: BC 340196
CASE: Wasserman v Harris
PHONE #: (310) 215-7100
FAX #: (310) 215-7300
DOCUMENTS: First Amended Complaint
ATTENTION OF: S. Caine/T. Welscheldine Version of same.
EXT: 7729
ATTY FILE #: WC11-0007

CH7429064

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

Janney & Janney
attorney service, inc.
(213) 628-6338
1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☐ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☒ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$

SERVE
PER ATTACHED
SERVICE INSTRUCTIONS

DO TODAY

Deliver the attached documents to the
Clerk in Dept. 41 as a courtesy copy
of documents being filed today.

APPEARANCE FEES PAID: ☐ YES ☐ NO

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT: _____

STATUTE-DATE: _____

☐ ASSIGNMENT COMPLETED BY _____ INITIALS

☐ REJECTED

☐ ATTY. CALLED _____ DATE

SPOKE WITH _____

☐ BILLING TO FOLLOW

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

PLEASE TEAR PERFS OFF SIDE ONLY. RETAIN LAST COPY.

0215

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

Packages up to 150 lbs.

☐ FedEx First Overnight
Earliest next business morning. Delivery will select this service. Saturday Delivery NOT available.

4b Express 2Day

☐ Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
FedEx Envelopes only not available. Minimum charges (one quoted rate).

☐ FedEx Express Saver
Third business day. Saturday Delivery NOT available.

* See actual local rates.

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

Packages over 150 lbs.

☐ FedEx 3Day Freight
Third business day. Saturday Delivery NOT available.

* Call for Confirmation.

*** See actual local rates.

5 Packaging

☐ FedEx Envelope*

☒ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Specialty Pak.

☐ FedEx Box

☐ FedEx Tube

☐ Other

* Declaration and value limit \$500.

6 Special Handling

☒ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, and FedEx 2Day Freight.
Does this shipment contain dangerous goods?

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx First Overnight, FedEx Express Saver, and FedEx 2Day Freight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.

One box must be checked.

☒ No

☐ Yes

☐ Yes

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 56 of 61

fedEx. US Airbill
Express

FedEx Tracking Number: 8569 4066 0369

From: *Please print and press hard.*
Date: 3/31/06 Sender's FedEx Account Number: 0904-1912-9

Sender's Name: Stephen M. Caine Phone: (310) 215-7801

Company: HAIGHT BROWN BONESTEEL

Address: 6080 CENTER DR STE 800

City: LOS ANGELES State: CA ZIP: 90045

Your Internal Billing Reference: WC11-0007 OPT: N/A

To Recipient's Name: Debra V. Crawford Phone: (831) 624-2422

Company:

Recipient's Address: SW Mission & 4th, #5

Address: Carmel State: CA ZIP: 9392100373

0332443625



Ship and track packages at fedex.com
Simply visit ShipNow, Manage Your Account, Access all the tools you need.

Sender's Copy

8/21/05

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 3Day Freight
Third business day.* Saturday Delivery NOT available.

5 Packaging

☐ FedEx Envelopes*

☒ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrinky Pak.

☐ FedEx Box

☐ FedEx Tube

☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx First Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.

☒ No
One box must be checked.

☐ Yes
By our shipper's Declaration.

☐ Dry Ice
Dry Ice, SLIM IMS.

☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender
FedEx Acct. No. in System I will be billed.

☐ Recipient

☐ Third Party

☐ Credit Card

☐ Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages: Total Weight: Total Declared Value: \$.00

Your Airbill is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the terms & conditions on the back of this Airbill and in the current FedEx Service Guide, including current T&C and our liability. FedEx Usx Only

8 NEW Residential Delivery Signature Options

☐ No Signature Required
Packages may be left without obtaining a signature for delivery.

☐ Direct Signature
Anyone at recipient's address must sign for delivery. Fee applies.

☐ Indirect Signature
If no one is available at recipient's address, anyone in a neighborhood address may sign for delivery. Fee applies.

519

Rev. Date 1/05-Pan #102710-01/05-2005 FedEx-PRINTED IN U.S.A.-SRF

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 58 of 61

edEx. US Airbill
Express

FedEx Tracking Number 8569 4066 0472

From Please print and print last

Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 CP117661

To Recipient's Name Steven M. Goldber Phone (310) 979-8274

Company Russ August & Kabat

Recipient's Address 12424 Wilshire Blvd., Ste. 12th FL

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.

City Los Angeles State CA ZIP 90025

0332443625



Store your addresses at fedex.com

Simplify your shipping. Manage your account. Access all the tools you need.



4a Express Package Service
☐ FedEx Priority Overnight Next business morning. * Priority shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight Next business afternoon. * Saturday Delivery NOT available.
☐ FedEx 2Day Second business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx Express Saver Third business day. * Saturday Delivery NOT available.
* To meet location.

4b Express Freight Service
☐ FedEx 1Day Freight Next business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight Second business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight Third business day. * Saturday Delivery NOT available.
* To meet location.

5 Packaging
☐ FedEx Envelope* ☒ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrink Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other
* Declared value less \$50.

6 Special Handling
Include FedEx address in Section 3.
☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day freight.
☐ HOLD Weekday at FedEx Location NOT Available for FedEx Standard Overnight.
☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.
Does this shipment contain dangerous goods?
☒ No ☐ Yes As per attached Shipper's Declaration.
☐ Yes Shipper's Declaration not required.
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.
☐ Dry Ice Dry Ice, 8, UN 1845 ☐ Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
☒ Sender Acct. No. in Section 1 will bill. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date
Total Packages Total Weight Total Declared Value
\$.00
*Your bill may be higher to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of the Airbill and in the current FedEx Service Guide, including terms that have not changed. FedEx Use Only

8 NEW Residential Delivery Signature Options * You require a signature; check Direct or Indirect.
☐ No Signature Required Package may be left without obtaining a signature for delivery. Fee applies.
☐ Direct Signature Recipient or designated addressee may sign for delivery. Fee applies.
☐ Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

519

Rev. Date 1/05/04 Form 4100279-02/04-2005 FedEx PRINTED IN U.S.A./CAN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 59 of 61

FedEx. USAirbill

Express

FedEx Tracking Number 8569 4066 0461

From Please print and print hard
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 OPTIONAL

To Recipient's Name Larry Nagelberg Phone (310) 208-3220

Company Nagelberg & Associates

Recipient's Address The Tower, Suite 2150

Address 10940 Wilshire Blvd.

City Los Angeles State CA ZIP 90024

0332443625

 Schedule a pickup at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight Next business morning. *Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight Next business morning. *Saturday Delivery NOT available.
☐ FedEx 2Day Second business day. *Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx Express Saver Third business day. *Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight* Next business day. *Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight Second business day. *Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight Third business day. *Saturday Delivery NOT available.

5 Packaging

☐ FedEx Envelope* ☒ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling

☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.
☐ HOLD Weekday at FedEx Location NOT Available for FedEx Priority Overnight.
☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
☒ No ☐ Yes ☐ Yes ☐ Yes ☐ Dry Ice ☐ Cargo Aircraft Only
Dry Ice, 3, UN 1845

7 Payment

Bill To: Enter FedEx Acct. No. or Credit Card No. below.
☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Est. Date

Total Packages Total Weight Total Declared Value* \$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill, you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use Only.

8 NEW Residential Delivery Signature Options

If you require a signature, check Direct or Indirect.
☐ No Signature Required *A release may be left without obtaining a signature for delivery.
☐ Direct Signature Anyone at recipient's address may sign for delivery. Fee applies.
☐ Indirect Signature If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

Rev. Date 1/09/04 FedEx Form 5100-01/04-05 FedEx is a service mark of FedEx Corporation.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

FedEx US Airbill
Express

FedEx
Tracking
Number 8569 4066 0347

From Please print and print hard.
Date 3/31/06 Sender's FedEx
Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801
Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045
Our Internal Billing Reference WC11-0007
Recipient's Name Rex Julian Beaber Phone () 557-1198
Recipient's Address 1546 Calmar Court
City Los Angeles State CA ZIP 90024

0332443625
Schedule a pickup at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
SATURDAY Delivery is not available.

☒ FedEx Standard Overnight
Next business afternoon.
SATURDAY Delivery NOT available.

☐ FedEx 2Day
Second business day.
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.
SATURDAY Delivery is not available.

☐ FedEx Express Saver
Third business day.
SATURDAY Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight
Next business day.
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day.
Shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging

☐ FedEx Envelope
☒ FedEx Pak
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrink Pak.

☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx 2Day Freight, or FedEx 3Day Freight.
Does this shipment contain dangerous goods?
☒ No ☐ Yes
If "Yes" required, Shipper's Declaration.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx Priority Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

☐ Dry Ice
Dry Ice, 8, ON 1MS
☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender
Enter FedEx Acct. No. or Credit Card No. below.
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

FedEx Acct. No. Credit Card No.

Total Packages Total Weight Total Declared Value*

\$.00

8 NEW Residential Delivery Signature Options

☐ No Signature Required
Package may be left without obtaining a signature for delivery.

☐ Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.

☐ Indirect Signature
A no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

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MAILING LIST WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS BC 340196	
Rex Julian Beaber 1546 Calmar Court Los Angeles, CA 90024 Tel: 557-1198 Fax: <u>Xerxers@aol.com</u>	Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403 Tel: 818-788-8300 Fax: 818-788-8104 <u>gsoter@pswplaw.com</u>
David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tarzana, CA 91357 Tel: 818-705-6800 Fax: 818-705-8634 <u>hbblum@wccclaw.com</u>	Dermot Damian Givens 433 North Camden Dr., #600 Beverly Hills, CA 90210 Tel: 310-854-8823 Fax: 323-878-0416 <u>dermotg@aol.com</u>
Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791 [Pro Per]	Debra V. Crawford P.O. Box 373, SW Mission & 4 th , #5 Carmel, CA 93921-0373 Tel: 831-624-2422 Fax: 831-624-2428 <u>ddvcrawford@earthlink.net</u>
Steven M. Goldberg Russ, August & Kabat 12424 Wilshire Blvd., 12 th Floor Los Angeles, CA 90025 Tel: 310-979-8274 Fax: 310-826-6991 <u>sgoldberg@raklaw.com</u>	Laurence D. Strick Law Office of Laurence D. Strick 339 N. Sycamore Ave., # 2 Los Angeles, CA 90036 Tel: (323) 964-5231 Fax: (323) 964-8135 <u>larrystrick@yahoo.com</u>
Larry Nagelberg Nagelberg & Associates The Tower, Suite 2150 10940 Wilshire Blvd. Los Angeles, CA 90024 Tel: (310) 208-3220 Fax: (310) 208-3830	

LAW OFFICES
HAIGHT, BROWN &
BONESTEELE, L.L.P.
Los Angeles

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FIRST AMENDED COMPLAINT

EXHIBIT 10

EXHIBIT 10

SETTLEMENT AGREEMENT
AND MUTUAL GENERAL
RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual General Release of All Claims (hereinafter "Agreement") documents the settlement of a lawsuit filed in the Los Angeles Superior Court, entitled *Wasserman, Comden, Casselman & Pearson, LLP v. Lydia Harris, Lifestyle Records, Inc., New Image Media Corp., Marion H. Knight aka Suge Knight, Death Row Records, Inc., Death Row Records, L.L.C., Tha Row, Inc., Dermot Givens, Kevin Gilliam aka Battlecat, and Does 1 through 100*, bearing Los Angeles Superior Court Case No. BC 340196 and related adversary proceeding filed in the United States Bankruptcy Court, Central District of California, entitled *Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris, et al.*, Adv. Case No. 06-01802-EC (hereinafter collectively "Lawsuit"). The Lawsuit involved claims arising from the legal representation by Wasserman, Comden, Casselman & Pearson, LLP (hereinafter "WCCP") of Lydia Harris, Lifestyle Records, Inc., and New Image Media Corp., (hereinafter collectively "Harris Entities") in connection with claims brought by WCCP on behalf of the Harris Entities against Kevin Gilliam aka Battlecat (hereinafter "Battlecat"), Marion H. Knight aka Suge Knight (hereinafter "Knight"), Death Row Records (hereinafter "DRR"), Tha Row, Inc., David E. Kenner, David E. Kenner Professional Law Corporation, David E. Kenner a Professional Corporation, The David E. Kenner Trust, Interscope Records, Jimmy Iovine, John T. McClain, Jr., A&M Records, Arista, Artemis, BadBoy, Beyond Records, Def Jam, Done Deal, D P G, Elektra, Hip-O Records, Hoobangin Records, Jive, J-Records, Loud Records, MCA, Polygram,

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Priority, RCA, S.F.E. Ent., Sick Wit It, TVT Records, The Orchard, Tommy Boy, Universal, Warner Bros. Records, Zomba, *et al.*, and hearing Los Angeles Superior Court Case No. BC263857 (hereinafter "Underlying Action"). Michael Harris filed a complaint in intervention in the Underlying Action. On or about March 9, 2005, a Judgment was entered in the Underlying Action in favor of Lydia Harris and New Image Media Corp. and against defendants Knight and DRR (Knight and DRR are sometimes referred to as the "Knight Entities"). In the amount of \$107,000,000 (hereinafter the "\$107 Million Judgment").

On or about March 26, 2004, the Los Angeles Superior Court entered its Order Confirming Arbitration Award and Judgment in favor of the Harris Entities and against Battlecat in the sum of \$760,000, together with 10% interest from February 5, 2004 (hereinafter "Battlecat Judgment"). WCCP commenced enforcement actions to collect on the Battlecat Judgment and to date, collected \$18,060.32. Of this amount, \$10,973.17 remains in the Client Trust Account of Wasserman, Comden & Casselman, LLP.

On or about January 17, 2006, the Los Angeles Superior Court entered an Order Granting Preliminary Injunction in Favor of WCCP and Against Defendant Lydia Harris, *et al.* (the "Injunction").

On or about February 22, 2006, the Los Angeles Superior Court entered an Order Re Discovery Sanctions against Lydia Harris for the total sum of \$8,400.00 (hereinafter "Discovery Order"). Lydia Harris has paid \$1800.00 in connection with the Discovery Order.

On or about April 4, 2006, Knight filed for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code, bankruptcy case number LA 06-11187-EC. The same day, DRR also filed for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code, bankruptcy case number LA 06-11205-EC (hereinafter "Knight Bankruptcy").

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Since entry of the \$107 Million Judgment and the Battlecat Judgment, WCCP has been succeeded in interest for the purposes of the Lawsuit by Wasserman, Comden & Casselman, LLP (hereinafter "WCC") and Clifford H. Pearson. (Clifford H. Pearson and Pearson, Soter, Warshaw & Penny, LLP shall hereinafter collectively be referred to as "Pearson.")

The parties intend by this Agreement to settle any and all claims WCC and Pearson may have as against the Harris Entities related to the Lawsuit or the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction, and all claims the Harris Entities may have as against WCC and Pearson related to the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction.

The parties also intend by this Agreement to settle any and all claims WCC and Pearson may have as against Michael Harris related to the Lawsuit or the Underlying Action, and all claims Michael Harris may have as against WCC and Pearson related to the Lawsuit, the Underlying Action, or the \$107 Million Judgment.

PARTIES

This Agreement is reached among the following parties:

- (1) Wasserman, Comden, & Casselman, a limited liability partnership, as successor to Wasserman, Comden, Casselman & Pearson, LLP, on behalf of itself, and its predecessors, successors, executors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;
- (2) Clifford H. Pearson, an individual, on behalf of himself, and his heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them, as well as Pearson, Soter, Warshaw & Penny, a limited liability partnership, on behalf of itself,

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and its predecessors, successors, executors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;

(3) Lydia Harris, an individual, on behalf of herself, and her heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them;

(4) Lifestyle Records, Inc., a corporation, on behalf of itself, and its predecessors, successors, executors, assignees, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;

(5) New Image Media Corp., a corporation, on behalf of itself, and its predecessors, successors, executors, assignees, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them; and

(6) Michael Harris, an individual, on behalf of himself, and his heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them.

MUTUAL GENERAL RELEASE

Except for the obligations arising under this Agreement and for and in exchange for the consideration described below, WCC and Pearson release the Harris Entities and their heirs, executors, successors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, and administrators as to any and all claims WCC and Pearson may have, or may have had, as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction. Likewise, except for the obligations arising under this Agreement, and for and in exchange for the consideration described below, the Harris Entities release WCC, Pearson, Leonard J. Comden, Steve K. Wasserman, and David B. Casselman, and their predecessors, successors, executors, assignees,

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partners, agents, officers, directors, heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, and administrators as to any and all claims the Harris Entities may have, or may have had as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. In providing these mutual releases, WCC and Pearson, on the one hand, and the Harris Entities, on the other hand, fully and forever release, acquit and discharge each other from any and all past, present, and future rights, actions, causes of action, claims, demands, damages, costs, debts, losses, expenses, attorney's fees, penalties, and other compensation of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, and whether concealed or hidden, which have accrued in favor of one as against the other by reason of any matter whatsoever prior to the date hereof including without limitation on the intended generality and all encompassing scope of this Agreement, any claims which:

- (1) arise out of or are in any way connected with or related to the transactions, occurrences, events, acts or omissions set forth or facts alleged in the pleadings and other papers on file in the Lawsuit or the Underlying Action; or
- (2) arise out of or are in any way connected with or related to any transactions, occurrences, events, acts or omissions, which took place prior to the date hereof.

Additionally, except for the obligations arising under this Agreement, and for and in exchange for the consideration described below WCC and Pearson release Michael Harris and his heirs, executors, successors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, and administrators, as to any and all claims WCC or Pearson may have, or may have had, as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. Likewise, except

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for the obligations arising under this Agreement and for and in exchange for the consideration described below, Michael Harris releases WCC, Pearson, Leonard J. Comden, Steve K. Wasserman, and David B. Casselman, and their predecessors, successors, executors, assignees, partners, agents, officers, directors, heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, and administrators as to any and all claims Michael Harris may have, or may have had as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. In providing these mutual releases, WCC and Pearson on the one hand and Michael Harris on the other hand fully and forever release, acquit and discharge each other from any and all past, present, and future rights, actions, causes of action, claims, demands, damages, costs, debts, losses, expenses, attorney's fees, penalties, and other compensation of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, and whether concealed or hidden, which have accrued in favor of one as against the other by reason of any matter whatsoever prior to the date hereof including without limitation on the intended generality and all encompassing scope of this Agreement, any claims which:

- (1) arise out of or are in any way connected with or related to the transactions, occurrences, events, acts or omissions set forth or facts alleged in the pleadings and other papers on file in the Lawsuit or the Underlying Action; or
- (2) arise out of or are in any way connected with or related to any transactions, occurrences, events, acts or omissions, which took place prior to the date hereof.

Nothing in the language of this Agreement shall be deemed to revive any claim between the parties which is barred by operation of law as of the time this Agreement is signed.

CONSIDERATION

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As consideration for the settlement of the various claims described herein, and as more fully described immediately above, by entering into this Agreement, WCC and Pearson, on the one hand, and the Harris Entities, on the other hand, each waive any and all rights each may have as against the other. Each shall bear his, her, or its own cost of litigation.

Additionally, as consideration for the settlement of the various claims described herein, and as more fully described immediately above, by entering into this Agreement, WCC and Pearson, on the one hand, and Michael Harris, on the other hand, each waive any and all rights each may have as against the other. Each shall bear his, her, or its own cost of litigation.

Additionally, WCC shall receive the following sums on a dollar for dollar pro rata basis:

- (1) 29.75 % of any future recovery received by the Harris Entities from either Knight, DRR or their respective bankruptcy cases in connection with the \$107 Million Judgment or as the result of the transfer or assignment of the Harris Entities' claims in either the Knight or DRR bankruptcy cases to any third party. Except as provided in subparagraph (2) immediately below, no money shall be due and owing to WCC or Pearson on account of money paid to the Harris Entities in connection with the \$107 Million Judgment prior to the filing of the Lawsuit;
- (2) Effective only after collection of the first \$1 Million of future recovery of the \$107 Million Judgment to the Harris Entities from either Knight, DRR or their respective bankruptcy cases, \$49,583.33 for every million dollars of future net money received by the Harris Entities from either Knight, DRR or their respective bankruptcy cases pursuant to the \$107 Million Judgment, until WCC and Pearson have been paid a total of \$297,500 over and above the amount referred to in the

preceding paragraph. Payments under this sub-division shall also be distributed on a pro rata basis.

Funds received by the Harris Entities pursuant to the \$107 Judgment or the Battlecat Judgment shall be deposited into the client trust account of Weinstein, Weiss & Ordubegian LLP. In the event that Weinstein, Weiss & Ordubegian LLP ceases to represent Lydia Harris, said funds shall be deposited into an escrow account agreed upon by the parties.

WCC shall reimburse Weinstein, Weiss & Ordubegian LLP, 29.75% of all of the reasonable legal fees incurred on behalf of the Harris Entities in preserving and defending the \$107 Million Judgment, including but not limited to preserving and defending the Harris Entities' claim in the Knight Entities' bankruptcy proceeding, from the date this Agreement is fully executed; provided, however that such payments shall be made only from the sums received by WCC from the \$107 Million Judgment; and for cash flow purposes only, shall be paid 50% from the first million dollars collected from the Knight Entities, and 50% from the second million dollars collected from the Knight Entities. If additional legal fees are incurred after the proceeds of the second million dollars collected from the Knight Entities are distributed, such fees shall be paid from sums thereafter collected from the Knight Entities.

To illustrate the foregoing, and as an example only, assume that the total amount received from the Knight Entities' bankruptcy is \$5,000,000 and the fees incurred by the Harris Entities in the preservation/defense of the Judgment are \$200,000 since the execution of this Agreement, the funds would be distributed as follows:

- As to the \$200,000 Attorney's fees incurred in bankruptcy: \$59,500 would be paid by WCC, paid at the rate of \$29,750 out of the first million and \$29,750 out of the second million dollars. The balance of \$140,500 would be paid by the Harris Entities;

- WCC and Pearson: \$5 million gross less \$200,000 bankruptcy fees equals \$4.8 million. This amount is multiplied by 29.75% which equals \$1,428,000. Plus four payments of \$49,583.33 which equals \$198,333.32 for a net recovery of \$1,626,333.32; and
- Harris: \$5 million less \$200,000 for Attorney's fees, less \$1,626,333.33 to WCC, for a net recovery of \$3,173,666.67.
- All distributions of money shall be made to the Harris Entities, WCC and Pearson on a dollar for dollar pro rata basis.

The Harris Entities shall not compromise the \$107 Million Judgment, or enter into any agreement with the Knight Entities relating in any way to the \$107 Million Judgment without providing prior written notice to WCC through its counsel, Haight, Brown & Bonesteel, LLP. Such notice shall be given to WCC prior to the exchange of funds or any other consideration between the Knight Entities and the Harris Entities.

Notwithstanding the foregoing, neither WCC nor Pearson shall have any right to object or interfere with any settlement or compromise of the \$107 Million Judgment or to object or interfere with any sale, transfer or assignment by the Harris Entities to any third party of their claims in either the Knight or DRR bankruptcy cases. WCC and Pearson further agree that upon the closing of a transfer or assignment of the \$107 Million Judgment, in whole or in part, by the Harris Entities to any third party (other than Michael Harris) (a "Transfer/Assignment"), WCC and Pearson shall release and discharge any lien, claim or encumbrance in their favor on or with respect to the \$107 Million Judgment or the portion thereof that is the subject of such Transfer/Assignment (each, a "Release"). WCC and Pearson agree to execute such documents and take all other actions as the Harris Entities reasonably request to effectuate any such Release.

WCC further agrees to provide an index of the Harris Entities' client files and turn over files identified by the Harris Entities within 10 days of such notice. Upon execution of this Agreement, WCC agrees to turn over to Lydia Harris \$7,708.65, which is 70.25% of the money

DISCOVERY ORDER

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collected in connection with the Battlecat Judgment and remaining in the WCC Client Trust Account. The Harris Entities shall waive any and all claims to the remaining \$3,264.52, or 29.75%. Neither WCC nor Pearson shall be responsible for any further collection efforts of the Battlecat Judgment, but WCC shall receive 29.75% of all amounts collected on the Battlecat Judgment, net of expenses, but not attorneys' fees. WCC and Pearson hereby release the Harris Entities from any further liability relating to the Discovery Order or the Injunction.

It is a condition hereof and it is the intention of the parties hereto, and each of them, in executing this Agreement, that the same shall be effective as a bar to each and every claim, demand, and cause of action hereinabove specified, and in furtherance of this intention WCC, Pearson, the Harris Entities and Michael Harris hereby expressly waive any and all rights and benefits conferred upon them by the provision of § 1542 of the California *Civil Code* which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party to this Agreement hereby declares that he or she is executing this Agreement after having received advice from his or her legal counsel of record and understands and acknowledges the significance and consequences of this Agreement and of this specific waiver of § 1542 of the California *Civil Code*.

Subject to the right of the Harris Entities to sell, transfer or assign their rights to the \$107 Million Judgment to a third party, as reflected in this Agreement, WCC, Pearson, the Harris Entities, and Michael Harris represent and warrant to one another that none of them has

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heretofore assigned, settled, or transferred, or purported to assign, settle, or transfer, to any other person or entity any claim or other matter herein released and any party who breaches this warranty shall indemnify, defend, and hold harmless any other party against who such claim, demand, or action is brought.

Except for the obligations arising under this Agreement, each party to this Agreement shall bear all of his, her or its own costs and attorney's fees incurred in connection with the Lawsuit, the Underlying Action, the \$107 Million Judgment, the Battecat Judgment, the Injunction and the Discovery Order.

If any action or proceeding is brought for the enforcement of this Agreement or any of its provisions, or for a declaration of the rights and duties agreed to herein or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees actually incurred and other costs incurred in connection with that action or proceeding, in addition to any other relief to which the party may be entitled.

This Agreement shall not be construed against the party or its representative who drafted this Agreement or any portion hereof.

This Agreement is, and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of California.

This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The Agreement may be amended only upon an amendment in writing and signed by all parties to this Agreement. Additionally, each party to this Agreement agrees: (1) that no provision or breach of this Agreement may be waived unless in writing signed by the

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party to be charged; and (2) that the waiver of any one provision or breach of this Agreement shall not operate as a waiver of any other provision or breach of this Agreement. It is understood by WCC, Pearson, the Harris Entities, and Michael Harris that this Agreement is made without reliance upon any statement or representation made by the other, apart from what is expressly set forth in this Agreement.

If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

WCC, through its counsel of record, shall file a request for dismissal of the Lawsuit with prejudice as to the claims against Lydia Harris, Lifestyle Records, Inc., and New Image Media Corp. only, within a reasonable amount of time after this Agreement has been fully executed, and any necessary court approval has been obtained (in both state and federal court). If necessary, WCC and/or Pearson shall also prepare and execute all necessary documents to effectuate the purpose of this Agreement, except that counsel for Lydia Harris shall prepare any necessary documents to be filed in the Knight Bankruptcy or DRR proceeding. Lydia Harris shall execute all necessary documents to effectuate the purpose of this Agreement.

Nothing in this Agreement shall prevent WCC from pursuing its claims against Knight, DRR or any other person or entity not released by this Agreement. Neither WCC nor Pearson shall be entitled, however, to pursue the \$107 Million Judgment without the express written consent of the Harris Entities, including, but not limited to, the filing or prosecution of claims in the Knight or DRR bankruptcy cases. Harris shall reasonably cooperate in WCC's prosecution of any remaining unsettled claims from the Lawsuit.

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The masculine, feminine and neuter gender of any word shall be construed to include each of the other.

This Agreement is binding and shall inure to the benefit of the Parties hereto and to their respective successors, heirs, assigns and representatives. This Agreement and any release that may be contained herein are intended to be final and binding between the Parties hereto and are further to be effective as a full and final accord and satisfaction between the Parties to this Agreement, and each party expressly relies on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement.

In making this Agreement, no party is admitting the sufficiency of any claims, allegations, defenses, affirmative defenses or any other provisions taken against that party, or the lack of sufficiency of its own claims, allegations, defenses, affirmative defenses or any other provisions taken against any other party.

This Agreement may be executed in counterparts, all of which counterparts together shall be deemed to be one instrument.

Each person signing below represents and warrants that he or she has the authority to sign on behalf of each entity on whose behalf he or she signs this Agreement.

Wasserman, Comden & Casselman, LLP

Dated: _____

By: _____
Leonard J. Comden

Dated: _____

By: _____
Clifford H. Pearson, individually, and on
behalf of Pearson, Soter, Warshaw & Penny,
LLP

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The masculine, feminine and neuter gender of any word shall be construed to include each of the other.

This Agreement is binding and shall inure to the benefit of the Parties hereto and to their respective successors, heirs, assigns and representatives. This Agreement and any release that may be contained herein are intended to be final and binding between the Parties hereto and are further to be effective as a full and final accord and satisfaction between the Parties to this Agreement, and each party expressly relies on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement.

In making this Agreement, no party is admitting the sufficiency of any claims, allegations, defenses, affirmative defenses or any other provisions taken against that party, or the lack of sufficiency of its own claims, allegations, defenses, affirmative defenses or any other provisions taken against any other party.

This Agreement may be executed in counterparts, all of which counterparts together shall be deemed to be one instrument.

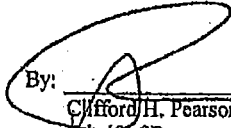
Each person signing below represents and warrants that he or she has the authority to sign on behalf of each entity on whose behalf he or she signs this Agreement.

Wasserman, Comden & Casselman, LLP

Dated: _____

By: _____
Leonard J. Comden

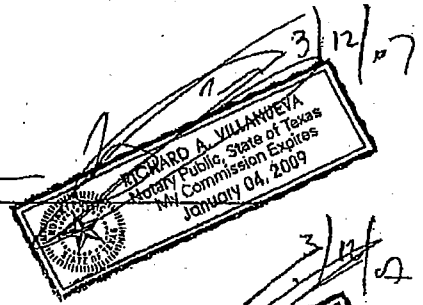
Dated: 3/13

By:  _____
Clifford H. Pearson, individually, and on
behalf of Pearson, Soter, Warshaw & Penny,
LLP

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Dated: 3-12-07

By: Lydia Harris
Lydia Harris



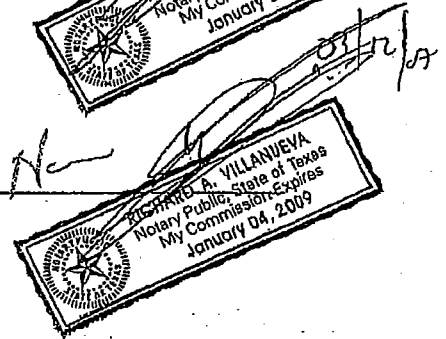
Dated: 3-12-07

By: Lydia Harris
Lydia Harris



Dated: 3-12-07

By: Lydia Harris
Lydia Harris



Dated: _____

By: _____
Michael Harris

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Dated: _____

By: _____
Lydia Harris

Lifestyle Records, Inc.

Dated: _____

By: _____
Lydia Harris

New Image Media, Corp.

Dated: _____

By: _____
Lydia Harris

Dated: 3-12-07

By: *Michael Harris*
Michael Harris

Alvin Brown
Alvin Brown Signing for
Michael Harris as Power
of Attorney a/s

APPROVED AS TO FORM AND CONTENT:

Dated: _____

By: _____

Peter Q. Ezzell
Nancy E. Lucas
Haight, Brown & Bonesteel, L.L.P.
Attorneys for Plaintiff
Wasserman, Comden, Casselman &
Pearson, LLP

Dated: _____

By: _____

Sharon Zemel Weiss
Weinstein Weiss & Ordubegian LLP
Attorneys for Defendants
Lydia Harris, Lifestyle Records, Inc. and
New Image Media, Corp.

Dated: _____

By: _____

Steven M. Goldberg
Russ, August & Kabat
Attorneys for Michael Harris

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 12, 2007 before me, Denise Wolff, Notary Public

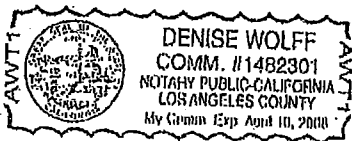
personally appeared Alvin Brown

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Printed Name of Notary Public

Denise Wolff
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Settlement Agreement And Mutual General Release of All Claims

Document Date: Signed On March 12, 2007 Number of Pages: 15

Signer(s) Other Than Named Above: Leonard J. Camden, Clifford H. Pearson, Lydia Harris (three times), Peter Q. Ezzell, Nancy E. Lucas, Sharon Zemel Weiss and Steven M. Goldberg.

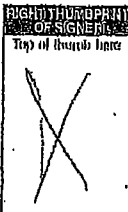
Capacity(ies) Claimed by Signer(s)

Signer's Name: Alvin Brown

- ☐ Individual
☐ Corporate Officer -- Title(s):
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Power of Attorney

Signer Is Representing:

Michael Harris



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer -- Title(s):
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

